

REMARKS

In the Official Action mailed on **06 August 2007**, the Examiner reviewed claims 1, 3-12, 14-23, and 25-33. Claims 1, 3-12, 14-23, and 25-33 were rejected under 35 U.S.C. § 103(a) based on Reed et al. (USPN 6,345,288 hereinafter “Reed”), and Bischoff et al. (USPN 6,718,377 hereinafter “Bischoff”).

Rejections under 35 U.S.C. §103(a)

Examiner rejected claims 1, 3-12, 14-23, and 25-33 as being unpatentable over Reed in view of Bischoff. Applicant respectfully disagrees.

An embodiment of the present invention allows components using the same or different communication protocols and/or data types to transfer data between each other **without having a priori knowledge of each other’s domain specific interfaces and protocols**. See paragraph [0009] of the instant application.

Reed clearly teaches away from this embodiment:

- “...information is created and maintained according to a **recognized protocol** such as HTTP, MIME, and HTML, which can be used to access other information.” See lines 39-43 of column 8 of Reed.
- “In the most general case, the **provider knows** what communication networks, network addresses, languages, encoding formats, data structures, and other communications processing data and methods are supported by the provider.” See lines 39-43 of column 14 of Reed.
- “**Standard Internet protocols** for accessing the Web can also be used for accessing the information in the provider or consumer databases. To do this, **the provider program and consumer**

program are designed to emulate a Web Hypertext Protocol (HTTP) server.” See lines 6-11 of column 15 of Reed.

- “The servers responded [sic] by transferring **HTML files** or other data files back to **the browser** program for display, processing, and storage.” See lines 16-18 of column 15 of Reed. Note that a server must a priori know the interfaces and protocols of the browser in order for the browser to display, process, and store the information transferred from the server.
- “**Protocols or formats other than HTML/HTTP** can be used in the same manner with an appropriate interface program for requesting, receiving, processing, and storage.” See lines 16-22 of column 15 of Reed.

In short, Reed requires prior knowledge of these protocols on the part of both the provider and consumer. Nothing within Reed or Bischoff, either separately or in concert, implies or suggests a system, method or apparatus that allows components using the same or different communication protocols and/or data types to transfer data between each other **without having a priori knowledge of each other’s domain specific interfaces and protocols.**

Accordingly, Applicant has amended independent claims 1, 8, 12, 19, 23, and 30 to clarify that the components in embodiments of the present invention do not have prior knowledge of each other’s specific interfaces and protocols. These amendments find support on paragraph [0009] of the instant application. No new matter has been added.

Hence, Applicant respectfully submits that independent claims 1, 8, 12, 19, 23, and 30 as presently amended are in condition for allowance. Applicant also submits that claims 3-7, which depend upon claim 1, claims 9-11, which depend upon claim 8, claims 14-18, which depend upon claim 12, claims 20-22, which depend upon claim 19, claims 25-29, which depend upon claim 23, and

claims 31-33, which depend upon claim 30, are for the same reasons in condition for allowance and for reasons of the unique combinations recited in such claims.

CONCLUSION

It is submitted that the present application is presently in form for allowance. Such action is respectfully requested.

Respectfully submitted,

By /Shun Yao/
Shun Yao
Registration No. 59,242

Date: 26 September 2007

Shun Yao
PARK, VAUGHAN & FLEMING LLP
2820 Fifth Street
Davis, CA 95618-7759
Tel: (530) 759-1667
FAX: (530) 759-1665
Email: shun@parklegal.com